

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND COMPASS GROUP USA, INC
FOR FOOD SERVICES**

This Amendment to Agreement, dated December 22, 2004, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and COMPASS GROUP USA, INC., by and through its BATEMAN division, a Delaware corporation ("SUPPLIER").

WHEREAS, on July 1, 2004, CITY and SUPPLIER entered into an Agreement whereby SUPPLIER would provide congregate meal service to CITY; and

WHEREAS, the parties now agree that a Second Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS SECOND AMENDMENT TO AGREEMENT:

SECTION 6. COMMENCEMENT AND TERMINATION, first paragraph shall be replaced with the following:

This Agreement shall become effective as of the 1st day of July, 2004, for an initial term of ninety (90) days. This Agreement shall automatically renew for a second term of ninety (90) days. Thereafter, this Agreement shall be renewed for additional terms as mutually agreed upon in writing unless earlier terminated as provided herein.

All other terms and conditions as set forth in the original Agreement and the First Amendment, and not in conflict with this Second Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Amendment, in duplicate, on the date appearing with their respective signatures.

CITY OF SUNNYVALE

COMPASS GROUP USA, INC
by and through its BATEMAN division

By: Elaine Wesely

By: Magi Brettler

Name: Elaine Wesely

Name: Magi Brettler

Title: Purchasing Officer

Title: Regional Vice President

Date: 1-5-05

Date: December 22, 2004